

Kearney Christopher L - Vol I

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UNITED STATES DISTRICT COURT

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SOUTHERN DISTRICT OF OHIO

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WESTERN DIVISION

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JEFFERSON-PILOT :

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INSURANCE COMPANY, :

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Plaintiff, :

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vs. :

Case No. C-1-02-479

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CHRISTOPHER L. :

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KEARNEY, :

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Defendant. :

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Videotaped deposition of CHRISTOPHER L. KEARNEY, a defendant herein, taken by the plaintiff as upon cross-examination, pursuant to the Federal Rules of Civil Procedure and pursuant to notice, agreement by counsel as to the time and place and stipulations hereinafter set forth, at the offices of William R. Ellis, Wood & Lamping, 2500 Convergys Center, 600 Vine Street, Ohio, at 9:45 on June 20, 2007, before Deanne Cartwright, a Court Reporter and Notary Public within and for the State of Ohio.

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APPEARANCES

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On behalf of Plaintiff:

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JOHN E. MEAGHER, ESQ.

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of

Shutts & Bowen LLP

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1500 Miami Center

201 South Biscayne Boulevard

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Miami, Florida 33131

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On behalf of Plaintiff:

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STEPHANIE FARABOW, ESQ. (Via telephone.)

of

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Jefferson-Pilot Life Insurance Company

100 N. Greene

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Greensboro, North Carolina 27401

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On behalf of Plaintiff:

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WILLIAM R. ELLIS, ESQ.

of

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Wood & Lamping



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11 MR. ROBERTS: Objection.

12 Misstates facts. Go ahead.

13 A. No, it's not correct.

14 Q. What monies are currently owed
15 to you?

16 A. There's an issue about the
17 waiver premium which I've been paying waiver
18 of premium or I've been paying my premiums
19 for all these years and I'm sure it's 60, 70,
20 80 thousand dollars that I believe should be
21 refunded to me and that has -- that's an
22 issue in this trial.

23 Q. Anything else?

24 A. Other than interest, I can't

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1 think of anything on -- on your -- some of
2 your checks were -- which were not timely.

3 Q. But I'm saying timeliness aside,
4 and I know that you say some of them weren't
5 timely. Ultimately, as we sit here today,
6 you've been paid all the benefits other than
7 the waiver of premium benefits and whatever
8 interest is owed on those payments, is that
9 correct?

10 A. Eventually with the phone calls
11 and letters I received them at some point
12 during the month or the next month.

13 Q. So the answer's yes but you
14 don't believe they were timely paid.

15 A. I know they weren't timely paid,
16 yes.

17 Q. Yes. Okay. Did you continue to
18 develop this -- what do you call the machine
19 by the way is there a shorthand --

20 A. I -- robotics vision feeder,
21 R-V-F.

22 Q. Had you prepared any marketing
23 materials relating to the robotics vision
24 feeder?

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1 MR. ROBERTS: Objection. Vague.
2 Go ahead.

3 A. Yes, I have.

4 Q. What kind of marketing
5 materials?

6 MR. ROBERTS: Objection. Go
7 ahead.